

## BONDBLOX INFORMATION SERVICES TERMS AND CONDITIONS

### 1. General

- 1.1 These terms and conditions (“**these Terms**”) govern the provision of electronic bond information tracking services (the “**Services**”) provided by BONDBLOX PTE. LTD. (hereinafter referred to as “we”, “us”, “our”, which each term shall include our successors and assigns).
- 1.2 The terms “you”, “your”, “user” refer to the user or subscriber of the Services to whom we grant access to the Services. These terms and conditions (these “**Terms**”) shall be read together with the [Terms of Use](#), [Cookie Policy](#) and [Privacy Policy](#) (collectively with these Terms, the “**Access Conditions**”) all of which shall apply in addition to these Terms.

### 2. Access to the Services

- 2.1 Access to the Services is made available via a web-based access to the Site (as defined in the Terms of Use) and/or via our BondbloX App.
- 2.2 By accessing and/or using the Services, you are deemed to have accepted and agreed to be bound by the Access Conditions.

### 3. Subscription Plans & Payment Terms

- 3.1 The prevailing subscription plans for the Services are published on the Site and are available on BondbloX App (iOS, Android and Web). All subscription plans are auto-renewing in nature, where recurring payment occurs on a monthly or annual basis (depending on the subscription plan selected), unless manually cancelled by you at least 24 hours prior to the end of the then current plan period (whether monthly or annual, as the case may be). Your account will be automatically charged for renewal within 24 hours prior to the end of each current plan period.
- 3.2 We also currently offer a 15-day initial free trial period. We reserve the right to amend, alter, extend, suspend, terminate or otherwise modify any prevailing subscription plan and/or the free trial period from time to time.
- 3.3 Subject to your full compliance with the Access Conditions and our full receipt of the applicable subscription fees, upon your subscription of the Services or the free trial period, we grant you a non-exclusive, non-transferable and fully revocable right to use the Services solely for your own bond trading and bond tracking purposes (the “**Purpose**”) during the applicable subscription or free trial period.
- 3.4 Purchase of the subscription plans can only be made through the BondbloX App. Payment will be charged only after confirmation of purchase by the user. All subscription fees quoted are exclusive of applicable taxes (including but not limited to value-added tax or goods and services tax or similar taxes), which shall be solely borne and payable by you in addition to the subscription fees.
- 3.5 Subject to these Terms, you may manage your subscription plans in terms of cancelling, upgrading or downgrading your subscription plans via the subscriptions page in the BondbloX App after purchase. For this purpose, iOS users can manage their auto-renewing subscriptions by following the [Apple Guidelines](#); Android user can manage their auto-renewing subscriptions by following the [Google Guidelines](#); and Web App users can manage their subscription by contacting the support team at [bondblox@bondblox.com](mailto:bondblox@bondblox.com).
- 3.6 You do not have any right of cancellation of the current subscription plan during the then active subscription period. Any cancellation made during a current active subscription period will only be effective upon the expiration of that current active subscription period. There is no refund of subscription fee once paid.
- 3.6 Any remaining days of the initial 15-day Free Trial Period will automatically lapse and be forfeited once the user subscribes to any of the subscription plans.

### 4. Use of Market Data

- 4.1 The term “**Market Data**” refers to the market information made available under the Services, including (without limitation) price information, reference data, ratings and data from external providers, etc.
- 4.2 All Market Data provided via the Services are provided for convenience and information only solely to assist you to make your own independent investment decisions and does not amount to investment advice. Such

Market Data are therefore provided or made accessible to you without any liability whatsoever on our part and you should not rely upon the Market Data in any way. In particular, any price quoted in the Market Data may differ from the execution price you actually obtain.

- 4.3 The Market Data constitutes valuable confidential information and remains our sole and exclusive property. Accordingly, you may use it exclusively for the Purpose in accordance with the Access Conditions and you may not redistribute the Market Data in whole or in part in any way.
- 4.4 You will not use the Market Data for any purposes other than the Purpose and you agree not to redistribute the Market Data we make available to you to any other person whether such redistribution be for commercial or other purposes.
- 4.5 Nothing in the Access Conditions shall be construed as granting, by implication, estoppel, or otherwise, any licence or right to use any trademarks displayed on the Interface, including the trade marks "Bondevalue" and its logo and 'BondbloX' and its logo.

## **5. No Representation or Warranty**

- 5.1 You acknowledge that the Services are provided to you on an "as is", "as available" and "where is" basis with no representation or warranty (whether actual or implied) of merchantability, fitness for a particular purpose, or non-infringement of third party rights. To the extent permitted by law, we do not provide any warranties against viruses, spyware, or malware that may be installed on any electronic device. We also do not warrant that the functions contained in the Services will meet your requirements or that the operation of the Services will be uninterrupted, fast, secure or error free. Moreover, we reserve the right, at any time and for any reason at our discretion, to discontinue, redesign, modify, enhance, change, patch the software and/or the Services including without limitation, the structure, specifications, "look and feel," navigation, features and other elements of the Interface and/or the services or any part thereof.
- 5.2 We do not guarantee that the use of the Services will be uninterrupted or faultless. The Services may from time to time be completely or partially unavailable due to maintenance, enhancements, improvements, security updates or the like. We will, to the extent practicable, notify our users of any planned interruptions.
- 5.2 You are solely responsible for your internet connection. We are not at any time responsible for you not being able to access the Services. The Services are made available solely at your own risk and we are not responsible for any damage to your electronic device, or loss of data that occurs as a result of downloading or use of such Subscription Services.
- 5.3 We remind you that in some circumstances the use of the internet can at times be unreliable and at times you may experience trouble connecting to the Services. You agree that we will not be liable or responsible, and you will not hold or seek to hold us or any of our affiliates liable or responsible, for any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high internet traffic demand, security breaches and unauthorised access, and other similar computer problems and defects. Moreover, if you are travelling to any country in which our Services may not be available or are blocked, you have limited access to our Services.

## **6. Limitation of Liability**

- 6.1 To the maximum extent permitted by law, we expressly exclude all and any liability to you, whether arising under these Terms or the Access Conditions or otherwise in connection with your use of or access to the Services.
- 6.2 The foregoing is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties. Notwithstanding the foregoing, nothing in these Terms or the Access Conditions is intended to exclude or limit any liability that may not by law be excluded or limited, and in particular none of the exclusions and limitations in this Clause are intended to limit any rights you may have as a consumer under Singapore law or statutory rights which may not be excluded, nor in any way to exclude or limit (site owner) liability to you for death or personal injury resulting from our gross negligence or that of our employees or agents.

## 7. Force Majeure

We shall not be liable for any delay or failure in the provision of the Services resulting from or caused by any Force Majeure Event. For the purpose of these Terms, “**Force Majeure Event**” means any circumstances not foreseeable (or, even if foreseeable, not avoidable or preventable by us) or not within our reasonable control, including, without limitation, strikes, lockouts, shortages of labour, failure of public or private telecommunications networks, fire, explosion, flood, epidemic, storm, terrorism, war or threat of or preparation for war, earthquake, and any other incidents of similar nature.

## 8. Your Account

8.1 You are solely responsible for maintaining the confidentiality of your account, including your Login ID, password and your one-time password provided to you as part of your registration process (together the “**Account Details**”). We shall not be liable to you or any entities for any loss or damage which may arise as a result of any failure by you to protect your Account Details.

8.2 You confirm that all information and details provided by you to us are true, accurate and up to date in all respects and at all times.

8.3 You consent to us collecting and using information about you in accordance with our [Privacy Policy](#).

## 9. Indemnity

You agree to defend and indemnify us, our directors, officers, representatives and agents, and hold each of us harmless, from and against any and all claims, liabilities, actions, damages, losses, costs and expenses (including but not limited to legal costs on a full indemnity basis) arising out of or otherwise in connection with your use or access of the Services.

## 10. Termination

10.1 We may terminate or suspend your Subscription Plan and your access to the Services immediately during an active subscription period without any liability or compensation on our part and without any obligation to refund any subscription fee, if you breach any of the terms of the Access Conditions or if you engage in any conduct which we consider or deem to be prejudicial to our interests or reputation.

10.2 We also reserve the right to terminate the Services upon the expiry of the then current subscription period and/or refuse the renewal of any subscription period, in each case without any liability or compensation on our part and without providing any reason.

10.3 Clauses 5, 6, 8, 9, 11, 13 and this Clause 10.3 shall survive and continue to apply and be enforceable by us notwithstanding the termination or expiry of the Services.

## 11. Third Party Rights

The access to the Services is granted to you and you only. You may not transfer your rights or obligations hereunder (in whole or in part) to any other person. Other than us and you as the user, no other person or entity shall have any right under the Contracts (Rights of Third Parties) Act 2001 of Singapore to enforce or enjoy the benefit of any term of these Term.

## 12. Transferability by Us

12.1 We reserve the right to transfer and/or assign our rights and/or obligations under the Access Conditions as we deem fit upon notice to you.

## 13. Governing Law & Arbitration

13.1 These Terms will be governed by and construed in accordance with the laws of Singapore.

13.2 Any dispute, claim, difference or controversy arising out of, relating to, or having any connection with these Terms, including any dispute as to the existence, validity, interpretation, performance, breach or termination of these Terms, or the consequences of the nullity of these Terms (a “**Dispute**”), shall be referred to and be finally resolved by arbitration administered by the Singapore International Arbitration Centre (“**SIAC**”) under the Arbitration Rules of the SIAC in force when the Notice of Arbitration is submitted (the “**SIAC Rules**”). There shall be a single arbitrator selected by the President of the SIAC. The seat, or legal place of arbitration, shall be Singapore. All hearings shall take place in Singapore unless the arbitral tribunal in its absolute discretion decides that a different location will be appropriate. Except as modified by the provisions of this Clause and

the SIAC Rules, Part II of the International Arbitration Act 1994 of Singapore shall apply to any arbitration proceedings commenced under this Clause. The language used in the arbitral proceedings shall be English. The arbitration award(s) rendered by the arbitral tribunal shall be final and binding on the Parties. The Parties undertake to reasonably carry out the award(s) without delay.

**14. Support**

In case of any issues or queries regarding the Services, please reach out to the BondbloX support team at: [bondblox@bondblox.com](mailto:bondblox@bondblox.com)